

1 BILL NO. S-96-12-03

2 SPECIAL ORDINANCE NO. S-96-96

3 AN ORDINANCE of the Common Council ratifying a
4 collective bargaining agreement for police officers
5 represented by the Fort Wayne Patrolmen's Benevolent
6 Association, Inc. for the years 1997 and 1998.

7 WHEREAS, this Council is required to approve all collective bargaining
8 decisions that impact upon compensation ; and

9 WHEREAS, an agreement has been reached by and between the City and the
10 PBA through collective bargaining as authorized and envisioned by the City's ordinances; and

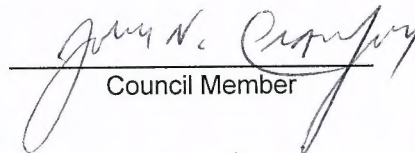
11 WHEREAS, said agreement addresses working conditions, some of which
12 have an impact on compensation; and

13 WHEREAS, this ordinance is necessary to ratify and approve said provisions
14 of the agreement.

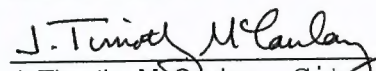
15 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
16 THE CITY OF FORT WAYNE, INDIANA:

17 SECTION 1. The collective bargaining agreement by and between the City of
18 Fort Wayne and the Fort Wayne Patrolmen's Benevolent Association, a copy of which is
19 attached hereto, marked Exhibit "A" and incorporated herein, is hereby approved and ratified.

20 SECTION. That this ordinance shall be in full force and effect from and after
21 its passage, and any and all necessary approval by the Mayor.

22 
Council Member

23 APPROVED AS TO FORM
24 AND LEGALITY

25 
26 J. Timothy McCaulay, City Attorney
27
28
29
30

COMPARISON OF JANUARY 1, 1997 THROUGH DECEMBER 31, 1998
PBA CONTRACT WITH JANUARY 1, 1992 THROUGH DECEMBER 31, 1996

NEW (1997)

OLD (1992)

BIDDING

Greater flexibility for management in assigning personnel for community oriented policing

Restricted by the bidding process

HOLIDAYS

Addition of Veteran's Day
Total - 10 Holidays
(Makes PBA consistent with FOP Contract)

Total - 9 Holidays

HOLIDAY
COMPENSATION

1997 Paid time and a half for the holiday worked, plus the holiday back to be taken at a later date. Christmas holiday will be double time paid.

All double time compensation, plus the day's pay, plus the holiday to be taken at a later date.

1998 Same except that Thanksgiving, Christmas Eve and Christmas Day to be paid at double time.

COSTS

1997 \$161,240 per year at paid time and half

Cost of old compensatory hours if paid -
\$204,028 per year

1998 Additional pay for three (3) premium holidays -
\$16,815 per year
\$ 5,605 per holiday

*Actual cost was higher because of additional personnel needed because of officers marked off on compensatory time.

COURT TIME

All paid at the rate of time and a half with one hour travel

Officer's choice as to pay or compensatory time. (Only 30 officers participating on compensatory time)

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND
FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

JANUARY 1, 1997 THROUGH DECEMBER 31, 1998

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PREAMBLE

This agreement is made and entered into this () day of November, 1996, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and the Fort Wayne Patrolmen's Benevolent Association, Inc., hereinafter referred to as the Union, and under the authority of Special Ordinance No. S-156-78, (the "Police Officers and Firefighters Arbitration Ordinance"), currently codified in Sections 20-117/20-129.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto with respect to hours of employment, fringe benefits, and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and the Union, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement to both parties may be made at any time, provided, however, that all changes are in writing and approved by the Board of Safety. If changes involve compensation, Common Council approval shall also be required.

ARTICLE I PURPOSE

Section 1. The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits, and working conditions, and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained. This agreement is not intended to establish any property rights in continued employment beyond those rights established under Indiana statutory law for municipal public safety employees.

ARTICLE II RECOGNITION

Section 1. Recognition of Union: The Employer hereby recognizes the Fort Wayne Patrolmen's Benevolent Association, Inc., as the exclusive representative of all employees as defined below for the purposes of collective bargaining with respect to wages, hours of employment, monetary and nonmonetary fringe benefits, and working conditions.

ARTICLE III BARGAINING UNIT

Section 1. The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department below the rank of Sergeant actually assigned to the Fort Wayne Police Department.

ARTICLE IV COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and no other entity, other than any form of consolidated government which succeeds the City of Fort Wayne.

ARTICLE V MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole rights to direction of the working forces, including but not limited to the right to determine the work to be performed by employees; to employ, promote demote, transfer, layoff, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed or applied in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement. However, nothing in this Agreement shall be construed to limit the authority of the Chief and the Board of Safety to exercise statutory powers to

discipline other than the provisions of Article VI, Section 2 and Article XXI.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the rights to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. The Union will be furnished a copy of any new or revised rules, policies, or General Orders affecting bargaining unit employees at least fifteen (15) days in advance of the effective date.

ARTICLE VI DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Employer will not discriminate with respect to hiring, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that the employer will not discriminate against any applicant for employment, or any present or future employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or

any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

ARTICLE VII UNION SECURITY

Section 1. The City recognizes as valid, fair and equitable the Union's claim that all members of the bargaining unit, even those that are not members of the Union, have an obligation to pay fair value for services rendered on their behalf by the Union, and for their proportionate part of the costs of collective bargaining, contract administration, grievance adjustment, and other duties and services related to being exclusive representative.

Section 2. The City considers it proper for the Union to charge each non-member of the Union who is also a member of the bargaining unit, and for each such non-member to pay the Union a representation fee, to be determined solely by the Union, but in a manner consistent with the services rendered and costs incurred on behalf of all bargaining unit members.

Section 3. On or before July 1 of each year, the Union shall provide the City with a list of bargaining unit members who are not

also Union members, and the City shall ask each such person to voluntarily submit, within two (2) weeks, a payroll deduction form, as set forth in the Appendix to this contract. The City shall then deduct the representation fee in equal monthly installments from the payroll of each person who submits an authorization. The City shall inform the Union of all members of the bargaining unit who refuse to sign such an authorization form or who revoke an executed form.

Section 4. The Union, on its own and not on behalf of the City, may take such action as it may deem appropriate to collect its representation fee from those bargaining unit members who refuse to authorize payroll deductions for or who otherwise refuse to pay the representation fee.

Section 5. It is understood and agreed that the Union shall indemnify the Employer from and against any liability, actions, or cause of action that may result with respect to the provisions of this Article VII.

ARTICLE VIII DUES DEDUCTION

Section 1. Union Membership: The Employer will accept assigned dues deduction authorization, or agency fee deduction authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of a bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required to the Union (certified by the Treasurer of the Union as the proper amount) and such authorization shall remain in effect for the duration of this Agreement.

However, any such authorization may be revoked by an employee on a written notice by certified mail to the Employer with a copy being sent to the Union.

Section 2. Deduction of Union dues shall be made on the first payday of the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE IX BARGAINING UNIT INFORMATION

During the term of this Agreement, the Employer, on a semi-annual basis in January and July of each year, will provide the Union with a list giving name, rank, division and unit assignment, and home address and telephone number (if published) of all employees the Union is authorized to represent by virtue of this Agreement.

ARTICLE X UNION REPRESENTATION

Section 1. Upon prior notice to the Chief of Police or his/her designated representative, authorized agents of the Union shall have access to the Employer's establishment for purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and

all liability for an injury to such agent, occurring while he/she is on the premises of the Employer.

Section 2. The Employer will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Negotiations shall be held during normal shift business hours of the Employer. Time spent in meetings set up by management, for the first fifteen (15) meeting days of negotiations, mediation and arbitration, set by Special Ordinance No. S-156-78, shall be treated as one workday for each such meeting day. Thereafter, such time spent by these individuals shall be compensated on an hour to hour basis. Employer will accommodate the Union with respect to time off to participate in negotiation sessions. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

The Employer will recognize shift representatives or their alternate representatives designated by the Union to the Employer in writing. Union representatives shall be afforded such time as needed to carry out their grievance responsibilities. Any shift representative and involved union member who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his supervisor and being released in a reasonable amount of time. The steward will notify the supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize

interference with production and the orderly operation of the Employer, and further agrees that alternates will process grievances only in the absence of the shift representative.

The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the Employee of the right to Union representation.

Section 3. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 4. Designated Union representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Section 5. One (1) officer of the Union as designated in writing shall be granted sufficient time as needed to conduct legitimate Union business. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further promote harmonious relations between management and the Union. While engaged in such matters, said officer shall not suffer any loss of seniority nor loss of financial remuneration. It is agreed between the parties that the intent to this Section is to grant one (1) officer of the Union as much time as needed to conduct Union business. This time off will be at the discretion of the Union official. Notwithstanding anything in this Agreement to the contrary, this officer shall primarily work day hours.

Section 6. The City will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

ARTICLE XI UNION TIME BANK

Section 1. The Employer shall donate seven hundred fifty (750) hours annually to a Union time bank, to be used at the discretion of the Union and subject to minimum count(s). Elected Union officials conducting legitimate Union business may use Union Time Bank hours even if minimum count(s) would be impacted. This time shall not be carried over from one calendar year to the next; unused time shall be revoked at the end of each calendar year. Officers may donate non-FLSA earned time to the bank.

Section 2. The Union will exercise its best efforts to use this time in increments of four (4) hours.

ARTICLE XII BULLETIN BOARD

Section 1. The Employer agrees to furnish a sealed bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a noncontroversial nature. All such notices by the Union shall be signed by an authorized Union representative and a copy left in an area designated by the Chief of Police.

ARTICLE XIII UNION'S RIGHT TO ADDRESS RECRUIT CLASSES

The Union shall have the right to sufficient time to address each new recruit class during training. This time shall be established as a regular part of the training schedule.

The Union will be allowed the opportunity to address any newly-hired officer prior to, or on, the day upon which he/she is sworn in.

ARTICLE XIV GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade are not grieveable or arbitrable. It is specifically understood that any matters governed by statutory provisions regarding suspensions, reprimands, or dismissals shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees as selected by the Union shall proceed

through Step 1 of the Grievance Procedure, as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1 and 2 of the Grievance Procedure, as set forth in this Article. A grievance must be filed within thirty (30) calendar days following knowledge of the action which gave rise to the alleged grievance.

Section 3. Grievance Procedure: The Grievance Procedure shall be as follows:

Step 1. The grievance shall be orally presented by the aggrieved employee and/or the employee's shift representative to his/her immediate supervisor. The supervisor must give his/her answer within three (3) working days.

Step 2. If the grievance is unresolved in Step 1, it shall be presented in writing by the aggrieved employee and shift representative to the aggrieved employee's immediate supervisor. The Employer must give its written answer within five (5) working days.

Step 3. In the event the grievance is unresolved in Step 2, it shall be forwarded by the Union within five (5) calendar days to the Director of Personnel or his/her successor. The Director of Personnel and the Union's grievance chairperson and shift representative shall meet within ten (10) calendar days. To expedite the process, either party may bring additional individuals, including the grievant, to this meeting.

Step 4. If the above procedure is followed and the parties are still unable to settle the dispute, the parties shall submit the issue, within five (5) calendar days, to a mutually-agreed-upon local hearing officer, who shall have the authority to resolve the issue.

Step 5. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within fifteen (15) calendar days following receipt of the local hearing officer's decision, notify the Employer of the Union's intent to arbitrate the dispute.

Step 6. Within five (5) days, the Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. After receipt of the panel of arbitrators, the parties shall meet within five (5) calendar days, draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can

bring an action in the appropriate court. The court shall award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

The Union and the Employer shall equally share the fee of the hearing officer/arbitrator, including any mutually agreed upon services relating to the hearing or arbitration proceedings, unless the Arbitrator finds either the grievance, or the defense to the grievance, to be frivolous, groundless or reasonable. If the Arbitrator so finds, the entire fee shall be paid by the offending party.

Section 4. Time Limitations: All time limits prescribed as set fourth in Section 3, Steps 1 through 6, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE XV SENIORITY

Section 1. Seniority Defined: Seniority shall be determined by the most recent date of continuous appointment with the Fort Wayne Police Department (FWPD) except as provided in Section 3. Seniority for the purpose of this Agreement shall apply to members of the bargaining unit. If two or more employees have the same employment date with the FWPD, the ranking for seniority shall be

based on an alphabetized listing of the employees by the last name at time of appointment.

Section 2. Probationary Employees: All new appointees and laterals shall be considered probationary employees for the probationary period established by the Board of Safety pursuant to I.C. 36-8-4-12. This period is generally understood to be twelve (12) months in length: Six (6) months supervised probation; six (6) months unsupervised probation where the probationary employee is eligible to exercise bid rights.

A "lateral transfer" officer may be moved to First Class pay status at the discretion of the Chief of Police any time during the first year; however, such a move does not terminate the officer's probationary status.

No probationary period shall be for less than six (6) months unless the Union consents in writing. Probationary employees shall be excluded from the bidding procedure during the first six (6) month period of their probation or any extension of their field training by the Chief. This limitation on bidding does not limit the authority of the Chief and the Board of Safety to establish periods of probationary appointments under I.C. 36-8-4-12.

Probationary employees shall be granted time off for holidays, accrued compensatory time, and accrued personal days under the same provisions as all bargaining employees.

Allowed off-duty employment options shall take effect when an officer is placed on unaccompanied probation.

Section 3. Termination of Seniority: An employee's seniority shall be broken when he/she:

- (a) quits and is not reappointed within a period of six
(6) months after the date of resignation;
- (b) is laid off for a period of twelve (12) consecutive months; or
- (c) is discharged for just cause.

Section 4. Leave of Absence: All leaves of absence shall be governed by State law, specifically I.C. 36-8-5.

Section 5. Seniority List: The City will provide the Union with a copy of an updated seniority list after appointment of each new class or officer.

ARTICLE XVI PROMOTIONS, JOB TRANSFERS & OPENINGS

Section 1. Job Vacancies: An opening occurs, for bidding purposes, through normal attrition, promotion, or other vacancies. Eligible employees shall be entitled to bid on any opening in any and all divisions of the Fort Wayne Police Department and the job shall be awarded on the basis of seniority, subject to the limitations contained in this Article.

(a) If a bid position is vacated by an employee who leaves to go to another position, the vacated bid position shall be posted for bid no later than sixty (60) calendar days after it was vacated, unless the Union is notified that the position is eliminated.

(b) The City and the Union agree that at least the following units shall be standing secondary bids within the Operations Division, per shift:

- (1) Area Partnership Quadrants;
- (2) One (1) Early squad C, E, G, J, M, N, and K;
- (3) One (1) Late squad B, F, I, J, M, N, O, as well as K-9 bids north/south.

As annexed areas are brought into the City, management will agree to bid one early or one late car in any new district. Additional units may be bid at management's discretion.

Area Partnership quadrants are defined as the following existing Area Partnerships and police districts: Northwest Area Partnership, police districts A (pending), B and C; Southwest Area Partnership, police districts I, J, and K; Southeast Area Partnership, police districts M, N and O; Northeast Area Partnership, police districts, E, F and G.

To maintain Area Partnership minimum staffing requirements on any day, on any shift, the shift commander will fill Area Partnership vacancies by taking an available officer from any Area(s) or District(s) having the highest staffing count on that day and shift. The junior employee in that Area will be chosen for reassignment.

Seniority bids shall be used in the Investigative Division for section work except for Crimes Against Persons (homicide, sex crimes, and armed robbery). Of those exceptions, the City agrees to bid two (2) Crimes Against Persons positions. Juvenile Aid

that have been awarded and are rescinded within 15 days of the posted start date may be awarded to the next senior person after a second posting.

(e) Jobs held by probationary employees shall be open to bid by all members of the bargaining unit upon completion of the probationary employee's field training period or any extension thereof.

(f) Exempt Positions: A maximum of ten (10) percent of the bargaining unit may be assigned at the discretion of the Chief of Police to exempt positions in Vice/Narcotics, D.A.R.E., Police Academy, and the Mayor's Complex. All members assigned to positions in D.A.R.E. and the Mayor's Complex can be assigned only through the use of exempt positions. The Chief shall have the discretion to determine the number of exempt positions and the number of bid positions within Vice/Narcotics and the Police Academy. This ten (10) percent number will be determined July 1 of each year, and will be rounded to the lowest whole number. Any required reduction of exempt assignments will be completed by September 1 of the same year.

(g) Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications, provided each new job classification covered under this Agreement is posted for bid (where applicable) in accordance with the bidding procedure herein.

(h) Attached hereto, as part hereof, is the Organizational Chart of the Fort Wayne Police Department. Any subsequent changes

made by the Employer shall not in any fashion adversely affect or infringe upon the bidding rights of employees as set forth in the Agreement.

(i) Upon a job deletion or opening by management, after one (1) department wide bid, the more junior employee may be required to fill the open job.

Section 2. Job Bidding:

A. GLOSSARY:

Division: A major work unit within the FWPD, under the command of a Deputy Chief of Police.

Bureau: A subdivision or branch operating within a Division and responsible to such Division. A Bureau is not to be confused with a section/unit as defined in this glossary.

Section/Unit: A small work unit operating in either an autonomous fashion within a Division or as a specialized group within a Bureau. Traffic cycle units are unique positions and can never be force filled by inverse seniority.

Shift: A scheduled period of work or duty.

Job: A specific role or function as identified within this document, such as but not limited to; motor patrol; foot patrol; accident car, radar car, cycle unit, hit-skip, police desk, etc.

Primary Bid: A bid to Shift, Division, and Bureau.

Secondary Bid: A bid within the awarded Primary Bid; i.e., district car, foot patrol, or any defined job classification.

B. BID PROCEDURE: Bids shall be posted and remain open on all Police Department bulletin boards for seven (7) consecutive

calendar days. Persons to accept bids will be the Shift Commanders. Employees must bid in person by signature and will receive a receipt to show that bid has been placed. The employee will retain the original and the person issuing the receipt will forward the copy along with the bid at the time the bids close to the Chief of Police or his designee.

An employee may remove his/her name from the bid by appearing in person to the Shift Commander during working hours with his/her receipt during the seven (7) days while the bid is open. The Union steward may act on behalf of an employee on any bidding procedure, provided written authorization is furnished. A bid will be considered awarded upon the effective starting date of the position, however a bid may also be withdrawn anytime prior to the effective starting date.

Unsuccessful bids will not be counted against the employee's allowed number of bids. An employee may bid on more than one job, but not more than three (3) jobs simultaneously. An employee may not exercise bidding rights while under departmental suspension in excess of thirty (30) days.

Employees shall exercise bid rights in a two-phased format: The employee's initial bid when moving from one division to another shall be a simultaneous bid for division, shift, and/or bureau. Once successfully awarded a bid for division, shift, and/or bureau, the employee may exercise a secondary bid right on section or specific job classification as herein identified.

All employees will have the right to two (2) successful primary bids per calendar year. Successful secondary bids will not impact primary bid rights. It is agreed that for purposes of secondary job bid rights, motor districts, etc., those officers presently assigned to specific jobs shall be grandfathered into their positions.

If two (2) employees apply for the same opening and they have identical seniority dates, then the system prescribed in "Seniority Defined," based on an alphabetical list, shall prevail.

The scheduled Fitness Indicator Test (F.I.T.) score will be used in conjunction with bids for K-9 and E.S.T. The F.I.T. score for those positions must be average or above for the age group and sex of the bidding officer. There will be no re-testing for these positions.

C. BID AWARD: An employee who has been awarded a bid under this Article shall have the right, within thirty (30) calendar days from the first day on the job to decide whether or not to return to his/her previous primary/secondary bid/job. It is understood that the Employer may use temporary assignments for those positions that need to be filled within such thirty (30) calendar-day period. The employee shall have his/her final evaluation before his/her thirtieth (30th) calendar day, or within thirty (30) days after successful completion of specified training as stated in the job bid. A thirty (30) calendar-day extension will be granted either side upon written notice, and both sides' rights will also be extended. If, as a result of such evaluation,

the Employer reasonably believes that the employee is not able to perform satisfactorily or is unable to perform, the employee will return to his/her former primary/secondary bid/job, and will retain all bid rights. The employee has the right to dispute management's evidence and appeal the decision to the Board of Safety.

ARTICLE XVII STAFFING FOR SPECIAL EVENTS

Special Events are defined as those activities of regular occurrence that necessitate personnel redeployment for the short duration required to maintain citizen safety at such activities.

The Chief shall bid any special event at least forty-five (45) days in advance of the event. The Chief shall notify the Union of the identity of, dates of, and necessity for "Special Events" scheduling anticipated for the year, by March 1 of that year, or within ten (10) days after the Chief receives notice of the rescheduling of an event if that notice is received after February 18 of that year.

Staffing for Special Events shall be accomplished as follows:

(a) Traffic officers shall be required to work specific events which fall outside their normal shift hours. These events shall include but not be limited to parades, specific holidays and dignitary escorts. Traffic command shall make every effort to notify traffic personnel of any upcoming event as soon as possible. These events worked outside of shift shall be compensated at a rate of time and one-half (paid) or double time (compensatory time) at the officer's choice. Any traffic officer working his regularly scheduled day off as a result of the application of this section

shall receive an additional personal day for each regularly scheduled day off worked.

(b) Movement within the shift, but not to disrupt normal staffing. Minimum counts of all uniform shifts will be maintained at levels established by management but may not be increased by more than two (2) during the time period that a Special Event is taking place. "Normal" minimum counts are determined by averaging the minimum counts for a given shift for the six (6) months prior to notification by the Chief to the Union of a Special Event designation.

(c) By request for volunteers to work during off-duty hours, on days scheduled off, or on any days taken off for reasons other than illness.

(d) If the procedures outlined in paragraphs A and B are inadequate to secure sufficient staffing for the Special Event as determined by the Chief, then department-wide union inverse seniority shall be utilized to provide staffing levels established by the Chief.

(e) All officers who are selected by inverse seniority under paragraph D. may have their hours of work and/or their days off changed for the duration of the Special Event. Such a change is not considered a temporary assignment.

(f) Officers working in Vice and Narcotics division are exempt from inclusion in the inverse seniority selection process.

(g) Officers who volunteer to work will receive paid time and one-half (1.5).

(h) Any officer working a Special Event on a holiday will receive the holiday premium compensation instead of the Special Event compensation in pay or compensatory time.

(i) Any officer assigned to a Special Event either by call-out or by increase in staffing levels needed shall receive the Special Event compensation pay for actual hours worked, except those inversed under paragraph d.

(j) To determine the rate of pay for time and one-half (1.5) compensation, the officer's base salary, shift differential, longevity pay, and special duty bonuses set forth in Section 8 of Addendum "B" shall be divided by 2080.

(k) Time off shall be granted during all Special Events aboveminimum counts set for Special Events.

(l) Bidding to work a Special Event shall be handled by seniority.

(m) Any officer assigned to a Special Event that is required to work beyond his normal shift will continue to receive the same compensation as he was receiving during his shift while working the Special Event, or as provided in Article XXVIII, whichever is greater.

(n) A volunteer list shall be established by February 1 of each year to be used to staff celebrity/dignitary protection, John and Jane programs, and Juvenile sweeps for which long term notice is not always available. Assignments shall be made based on seniority. When less than 72 hours' notice is given to command, the notified officer shall respond within two (2) hours, or a less

senior volunteer may be selected. Command will make a reasonable effort to contact volunteers for all other assignments.

(o) The following additional provisions shall apply to the Traffic Division during the Three Rivers Festival:

1) There will be no minimum counts except for special traffic assignments. However, one Hit-Skip bid officer will be assigned to remain in Hit-Skip during regular scheduled Hit-Skip hours. All Traffic Units with the exception of the Hit-Skip officer shall be required to work those assignments as designated by Traffic Command. If less than all of the traffic units are, in the opinion of the Traffic Command, needed for such assignments, the need shall be met by bid based on seniority within the Traffic Division, or, if an insufficient number of bids are received, by use of inverse seniority within the Traffic Division.

ARTICLE XVIII TEMPORARY ASSIGNMENT

It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification within the Operations Division for motorized patrol district or foot patrol shall be accomplished with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrolmen to accomplish coverage.

Inverse seniority shall be the determinant factor in assigning desk duty, supply room duty, certified bicycle patrol duty, or

other non-mobile duty, unless a senior officer requests such duty. Unbid and/or unassigned officers will always be first moved, regardless of seniority.

A member of the bargaining unit shall be permitted to serve no more than ninety (90) calendar days on temporary assignment within any calendar year. There will be no limit on the number of assignments so long as the total calendar days do not exceed ninety (90) days. Temporary reassignment of a job classification shall not be used to avoid the bid system. Temporary reassignment of a job classification is any assignment which moves an officer from his/her bid position. It is further agreed that no more than six (6) temporary assignments will be used at any one time unless agreed to by both the Union and management in writing. Movement within a shift to accomplish motor or foot reassignments is not considered a temporary assignment.

ARTICLE XIX JOB ELIMINATION - LAYOFF - RECALL

Job Elimination: If an employee's position is eliminated, the employee will exercise seniority on available, unfilled positions and have immediate bidding rights. If a position which was eliminated is re-established within six (6) months, the officer who held the position shall be given first opportunity to fill the vacancy.

Should a job close through elimination of the position, the employee shall be given the opportunity to bump the next junior employee in the division. If there are no junior employees, said

individual shall be placed in the open job, generally identified as B-Shift Uniform.

Layoff: In the event of a layoff of members of the bargaining unit, the order of layoff shall be inversely related to length of service (the last person hired shall be the first person laid off.)

Should the City find it necessary to lay off members of the bargaining unit, it shall give the Union notice not less than two (2) weeks prior to the effective date of the layoff of the initially affected employee. The City will inform the Union of the nature of the layoff within three (3) working days of the notice. The City, at this meeting, shall provide the Union with a current seniority list of the bargaining unit.

Recall: In the event of a recall to work, the order of return shall be directly related to length of service (the last person laid off shall be the first person returned to work.)

ARTICLE XX DISCIPLINE

Employees are responsible for fulfilling job requirements and are subject to disciplinary action for failure to do so.

Unsatisfactory Performance: Job reassignment for unsatisfactory performance will be made based upon documented evidence that the employee has been counseled and assisted to overcome any inadequacy or inability to perform which may be causing the unsatisfactory performance and has been unable to overcome the problem(s). Employees removed from their bid positions for unsatisfactory performance will move to an open billet, generally defined as B-Shift Uniform.

ARTICLE XXI - POLICE OFFICER'S BILL OF RIGHTS

This Article is known as may be cited as the Fort Wayne Police Officers' Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "police officer" includes Fort Wayne City police officers on full-time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the police power of the City and the State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers, and fellow officers.

Section 3. Situations may arise out of such contact and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Director of Public Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging, or be coerced or required to engage in, political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each police officer, the following rules of procedure are hereby established:

(a) The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during normal working hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the event giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

(b) The Police Officer under investigation shall be informed of the nature of the investigation or whether he is a witness or the object of the investigation, and of any charges against him, at least two (2) calendar days prior to such questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the Police Officer under investigation shall be asked by and through no more than two questioners.

(c) The questioning session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated.

(d) The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

(e) The complete questioning of a police officer may be recorded. A tape recording may be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

(f) When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be subject to charges of insubordination or failure to cooperate for that reason.

(g) No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

(h) Any police officer under investigation shall have the right to be represented by counsel and/or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer, and shall be so advised prior to commencing the interview.

(i) This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the

course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. Before the questioning of any police officer as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 9. No police officer shall be required or requested for purposes of job or other personnel action to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless:

(a) such information is obtained under proper legal procedure, or

(b) there is probable cause that bribes or other improper inducements may have been given to such police officers, or

(c) such income is public record.

Section 10. No police officer shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 11. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 12. An employee may inspect his personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 13. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other detection device was unknowingly used.

Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Section 14. No police officer shall have charges brought before the Board of Public Safety without having been informed of the upcoming charges first, having been offered the opportunity to be interviewed first, and having been afforded all Constitutional rights, and all rights provided by this Article.

Section 15. The Fort Wayne Police Department Drug Testing Policy, as adopted by the Board of Public Safety, shall take precedence over any language within the FOP/PBA contracts that shall read as prohibitive or contradicting to the policy.

ARTICLE XXII - POLICE RESERVES

Section 1. The duties of the Fort Wayne police reserves shall be the same as regular Fort Wayne police officers except that they shall not be dispatched as the primary investigating unit for personal injury accidents, felony incidents, including but not limited to, burglary/robbery, homicides, rapes, shootings, suicides, and stabbings. However, they may be dispatched to secure any scene and assist the primary investigating unit.

Section 2. Police Reserves shall work only out of the uniform Operations Division and their work shall not include assigned selective traffic enforcement (i.e., radar operation, etc.) unless

on-duty personnel fail to volunteer. Reserves will not be used by Vice/Narcotics (i.e., John/Jane programs, etc.) unless regular officers fail to volunteer for each program after request for volunteers has been made at squad meetings. For purposes of this section, a list, mutually agreed to by the Chief and the P.B.A., will be formulated each January to designate which events will be handled as above, or handled exclusively by the Reserves. All events will be subject to mutual agreement.

Section 3. It is further agreed that the total complement of the Fort Wayne Police Reserves shall not exceed twenty percent (20%) of the total authorized strength of the Fort Wayne Police Department. A copy of the Reserves roster shall be furnished the Union annually.

Section 4. It is also agreed between the Employer and Union that no member of the Fort Wayne Police Reserves shall be permitted use of the Police Reserve uniform, weapon, Police Reserve identification card, or Police Reserve badge for purpose of employment, with or without pay, outside the official operations of the Fort Wayne Police Department or for employment to provide private security to any business, group, or individual within the City of Fort Wayne, with the exception of Fort Wayne Community Schools P.T.A. functions. Violations are cause for dismissal from the Reserve force.

ARTICLE XXIII - HOURS OF WORK

Section 1. Except as hereinafter provided, the normal work week of bargaining unit employees represented by the Union shall

consist of four (4) days on and two (2) days off at eight and one-half (8.5) hour shifts.

Section 2. The normal week for the Traffic Unit shall be a fixed schedule of four (4) days on and three (3) days off at ten (10) hour shifts. Wednesday shall be established as the pivot or swing day.

Section 3. The normal work week for the A Shift (days) in the Investigative, Administrative, B-Shift Investigative and Juvenile Aid Bureau, and Vice/Narcotics Divisions shall be five (5) days on and two (2) days off, Mondays through Friday, at eight (8) hour shifts. Weekend duty: In the event that employees whose work week is Monday through Friday, in 8-hour shifts, are required to provide coverage for the weekend (Saturday and Sunday), those employees shall take one (1) day off in the work week prior to the weekend and one (1) day off in the work week following the weekend, at the officer's discretion subject to meeting minimum counts.

Section 4. The Chief of Police shall have the right to temporarily change normal working hours, due to emergency situations.

Section 5. Adverse Weather Conditions: When the temperature is below freezing, or weather conditions are such that it would endanger the safety of the officer, operation of the cycle units and foot patrols shall be suspended during such period of adverse weather.

ARTICLE XXIV - HOLIDAYS

Section 1. The following ten (10) holidays shall be holidays for members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 2. For purposes of awarding holiday compensation, those officers who are scheduled to work on the national day of observance for Martin Luther King and Memorial Day shall receive the holiday pay. All other holidays shall be observed on the actual day of the holiday. Employees on regularly scheduled days off shall not be subject to holiday scheduling. Work levels for holidays shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday. Any requests for holiday work after fifteen (15) days prior to the holiday shall be filled on a first come-first served basis.

In the event there are not sufficient officers bidding to work on the holiday in order to meet the minimum staffing level as established by the Chief of Police, inverse seniority (excluding those officers regularly scheduled off) will be used to fill the required level.

The Employer shall post the completed work schedule for each holiday at least seven (7) days prior to that holiday.

Section 3. For holidays worked, employees, in addition to regular salaries, shall receive the holiday back and be compensated at the rate of paid time and one-half. (Additional hours worked on a holiday outside of the member's regularly scheduled shift shall be compensated at the rate of paid double time for any such additional time worked to the next quarter hour.)

Effective in 1997, those working the Christmas holiday will be compensated at the rate of paid double time.

In 1998, the following holidays will be compensated at the rate of paid double time for those actually working the holiday:

- (a) Thanksgiving Day;
- (b) Christmas Eve; and
- (c) Christmas Day.

If a holiday falls on an employee's regular day off, the employee will receive another day off.

Section 4. Holidays must be taken as a whole day.

ARTICLE XXV - MINIMUM STAFFING

Without diminishing the right of the Police Chief and/or his/her command personnel to establish work levels, it is agreed that minimum staffing levels shall be posted and the methods used to establish such minimum levels shall be explained to the Union.

On the day after Thanksgiving, the minimum count for 5-2 and 4-3 employees shall be one-half the normal minimum count for all sections involved. Minimum staffing levels will be provided the

Union on May 1 and October 1 of each year. The October 1 minimums will show any fluctuating minimum counts for the winter months.

ARTICLE XXVI - EXCHANGE OF WORK TIME

All officers shall be allowed to exchange work time with other officers (of the same division and shift) for any day except holidays. Any officer inversed on a holiday may exchange with an officer who is on a regularly scheduled day off. An Exchange of Work Time form must be signed by both officers and the appropriate shift commander. In addition, an officer may transfer or receive no more than eighty (80) total hours of non-FLSA earned compensatory time in a calendar year. In the event of a hardship, the transfer and/or receiving of more than eighty (80) hours of non-FLSA time must be approved by the Chief of Police.

ARTICLE XXVII - COURT TIME COMPENSATION

Section 1. Officers who are required to attend court on off-duty hours shall be compensated in the following manner:

- (a) Officers shall receive pay at time and one-half (1.5) for the actual time spent in court, with one (1) hour minimum.
- (b) Officers shall receive one (1) hour paid travel time.

ARTICLE XXVIII - ADDITIONAL WORK/OVERTIME COMPENSATION

Employees who are, in the course of their duties, required to perform beyond their regularly scheduled hours of work (shift), shall receive one hour compensatory time for each hour worked outside of shift, calculated to the next quarter hour, unless the

hour worked qualifies for FLSA compensation, holiday compensation, court time compensation or special event compensation.

For purposes of complying with the FLSA and particularly Section 207 (k) of said act, the following work periods are declared:

(a) For members on a 4-2 schedule (8.5 hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such members, FLSA overtime compensation shall be earned at the rate of one and one-half (1.5) hours for each hour worked over forty-two and one-half (42.5) hours during a single work period, calculated to the next quarter hour.

(b) For members on a 4-3 schedule (10 hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such members, FLSA overtime compensation shall be earned at the rate of one and one-half (1.5) hours for each hour worked over forty (40) hours during a single work period). For members on a 5-2 schedule (8 hours per shift), a work period of seven (7) consecutive days beginning each A-Shift on Sunday is hereby established. For such members, FLSA overtime compensation shall be earned at the rate of one and one-half (1.5) hours for each hour worked over forty (40) hours during a single work period, calculated to the next quarter hour. "Hours worked" as used in the FLSA compensation base, include hours actually worked, compensatory hours used, P.B.A. leave time for other than conventions and seminars attended on behalf of the P.B.A.; and paid

holidays, and do not include the following time-off: vacation days, sick days, bereavement leave; or personal days.

Members who have accrued more than 480 hours of FLSA compensatory time shall be paid cash wages, at the FLSA rate of one and one-half (1.5) times the member's regular rate of pay, for overtime hours in excess of the maximum set for the work period. However, a member who has accumulated more than 400 hours of FLSA compensatory time may be required to mark such time off down to 400 hours provided no member is forced to work a partial shift to accomplish said reduction. Compensatory hours earned for hours worked outside of shift, court time, or other non-FLSA reasons shall not count toward the FLSA maximum of 480 hours compensatory time. At the end of each seven (7) day cycle, the K-9 officer will submit a sheet for 3.5 additional hours. The reason for the additional hours will be designated as "K-9 Maintenance and Care." The K-9 maintenance and care time shall be treated as non-FLSA compensatory time unless the K-9 officer requests that the time be paid in 1997, on or before January 1, 1997. The request shall be binding for the entire year. Beginning January 1, 1998, the K-9 maintenance and care time shall be paid based upon the officer's regular hourly rate.

Overtime may be taken one (1) hour at a time, provided the minimum number of personnel on the shift is maintained.

ARTICLE XXIX - CALL-OUT BONUS

If called out as a special unit, the member shall receive a bonus of two (2) paid hours for each call-out that both begins and

ends outside the member's regularly-scheduled shift, or a bonus of one (1) compensatory hour for each call-out that either begins or ends outside the member's regularly-scheduled shift.

ARTICLE XXX - TRAINING BONUS

Section 1. While engaged in training, a training officer or alternate shall receive one and one-half (1.5) hours' pay for each day of training.

ARTICLE XXXI - SICK LEAVE/DISABILITY/COST OF CARE FOR INJURY OR ILLNESS CONTRACTED IN PERFORMANCE OF DUTY

Members of the bargaining unit shall be entitled to paid sick leave as needed, subject to the Fort Wayne Police Department Rules and Regulations.

However, the Chief shall have the authority to initiate a disability application on behalf of any member after 270 calendar days after the first day of paid sick leave based on a members's last injury or illness, which in the opinion of the Chief, makes it unlikely that the member will return to full-time uninterrupted active duty.

For purposes of I.C. 36-8-5-2 (G), a member shall be deemed to have exhausted his sick leave one calendar year after the first day of paid sick leave for the last injury or illness.

Members who have been approved for a disability pension under either the 1925 Fund (I.C. 36-8-6) or the 1977 Fund (I.C. 36-8-8), and who have begun to receive disability benefits under either Fund, shall not be entitled to any additional sick leave.

Members of the bargaining unit who suffer an injury while performing assigned duty or who contract an illness caused by the

performance of duty shall be entitled to all benefits provided by I.C. 36-8-4-5.

ARTICLE XXXII - LIFE INSURANCE

The Employer shall provide \$25,000 double indemnity life insurance.

ARTICLE XXXIII - DEATH OF AN EMPLOYEE

In the event of the death of a permanent employee, while employed by the City, all accrued wages due, including allowances for unpaid holidays, both FLSA and non-FLSA compensatory time, vacation time and personal days will be paid to the employee's estate.

ARTICLE XXXIV - VACATIONS

Section 1. Employees shall be granted an annual paid vacation, within the calendar year, in accordance with the following schedule based on length of continuous service with the City of Fort Wayne.

<u>Years of Service to Be Completed During Calendar Year</u>	<u>Vacation Days Per Year</u>
0 - 6 months probationary period	None
6 months thru 1 year	7 days
1 year thru 3 years	12 days
4 years thru 5 years	18 days
6 years	19 days
7 years	20 days
8 years	21 days
9 years	22 days
10 years	23 days

11 years	24 days
12 years	25 days
13 years	26 days
14 years	27 days
15 years	28 days
16 years	29 days
17 years	30 days
18 years	31 days
19 years	32 days
20 years	33 days

Section 2. All vacation days shall be one (1) day, regardless of length of the work shift as worked by the employees.

Section 3. During January of each calendar year, members of the bargaining unit may request from four (4) to twelve (12) consecutive vacation days to be taken off during the year. Should two employees submit requests for the same consecutive vacation days, the request submitted by the most senior employee shall be honored. Once approved, such request shall continue to be honored regardless of transfer, and may not be changed or rescinded.

(a) Subsequent to January of each calendar year, annual vacation days shall be bid by seniority not more than forty-five (45) and not less than fifteen (15) days prior to the date requested.

(b) After 15 days. vacations shall be granted on a first come-first served basis. Vacation requests of two or more days shall be granted for the entire block of time requested.

Section 4. Employees shall be permitted to use vacation, personal days, or holidays (where applicable) during a year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation days may be taken one (1) hour at a time, provided the minimum number of personnel on the shift is maintained.

Section 5. Bargaining unit member may sell back up to five (5) vacation days; however, officer must notify the Chief of Police by June 15, 1997 of his/her intention to sell back said time. Payment will be made the first pay period after July 15, 1998.

ARTICLE XXXV RETIREMENT/RESIGNATION

Section 1. Employees who retire during a year shall be granted their entire vacation entitlement.

Section 2. Upon retirement, the employee retiring shall receive compensation for all vacation, accrued holidays, personal days, and all compensatory time in its entirety.

Section 3. Employees resigning during a given year will be credited with one-twelfth (1/12) of the total number of vacation or personal days for which they are eligible for each month in which they have worked.

ARTICLE XXXVI PERSONAL DAYS

Employees shall be permitted five (5) personal days per year at their discretion, provided adequate notification is provided to their shift commander, subject to minimum count. Personal days may be taken one (1) hour at a time.

ARTICLE XXXVII - EARNED TIME CARRYOVER

In the event a member of the bargaining unit is unable to use any accumulated earned time prior to the end of the calendar year, he/she shall be allowed to carry over such accumulated earned time.

The City may offer to "buy back" earned time carryover hours contingent upon the availability of funds in the general operating budget of the Fort Wayne Police Department. Payment governed by this provision shall be accomplished as follows:

- (a) Payment will be made in Forty (40) hour increments;
- (b) The payment will be made to the most senior member of the bargaining unit in excess of two hundred forty (240) hours, the next most senior member in succession and so on;
- (c) Payments shall cease when available funds are depleted.

Hours accrued in excess of the two hundred forty (240) during the previous year will be utilized or compensated no later than June 1 of the following year.

Nothing in this Section shall preclude the right of management to schedule officers off to reach the two hundred forty (240) hour limit, provided the excess hours above two hundred forty (240) hours have not been utilized or compensated prior to June 1 of the following year.

For purposes of this Article, earned time is vacation, holiday, personal, non-FLSA compensatory, and court time. However, earned time and the use of same shall be subject to all applicable federal and state laws.

ARTICLE XXVIII - DEATH IN FAMILY

Bereavement leave will be granted as follows:

(a) Three days, exclusive of days off, in the event of the death of a member of the immediate family (spouse, child, stepchild, grandchild, parent, step-parent, brother, sister, aunt, uncle, parent-in-law, grandparent, brother-in-law, sister-in-law, or spouse's grandparent.)

(b) Time off for funerals of other or more distant relatives may be granted when the employee has sufficient unused personal days, vacation days, or compensatory hours.

ARTICLE XXXIX - MATERNITY LEAVE

Any officer who becomes pregnant shall be considered on a leave of absence for the period during which she is therefore unable to work, which inability shall be certified by a licensed physician. This Article shall be subject to all applicable federal and State laws.

ARTICLE XL - MILITARY LEAVE

Section 1. All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of seniority, vacation or other leave time while performing military service.

Section 2. All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen (15) days or one hundred twenty (120) hours in a calendar year.

ARTICLE XLI - SAFETY

The City has the responsibility to establish and maintain adequate safety rules and regulations and to assure the issuance and maintenance of proper equipment to provide for the safety of its employees.

ARTICLE XLII - SEVERABILITY CLAUSE

Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE XLIII - PERSONNEL POLICY

The City of Fort Wayne's Personnel Policy shall govern in matters not addressed in this Agreement.

ARTICLE XLIV - DURATION AND CHANGE

Section 1. This Agreement shall become effective at 12:01 a.m., January 1, 1997, and shall remain in full force and effect until 11:59 p.m., December 31, 1998, and thereafter from year to year unless either party shall give notice in writing sixty (60) days in advance of such last termination date to the other party of its desire to amend or terminate same. Such notification shall be made by certified mail, return receipt requested.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties

hereto, unless such Agreement is made and executed in writing between the parties. Addendum B attached hereto is incorporated herein by reference to the extent it does not conflict with any of the provisions hereof.

FOR THE CITY:

Paul Helmke
Mayor

Payne Brown
Director of Public Safety

T. Neil Moore
Chief of Police

Timothy J. McCaulay
City Attorney

FOR THE UNION:

Joseph DiFilippo
President

Jeffery Burkholder
Vice President

Carl Egly
Committee Member

William Hathaway
Committee Member

Approved by the Board of Safety this _____ day of _____
_____ 1996.

BOARD OF PUBLIC SAFETY:

Charles Weinraub
Chairman

Hana Stith
Member

Donald Stedge
Member

LETTER OF AGREEMENT

BETWEEN

THE CITY OF FORT WAYNE

AND

THE PATROLMAN'S BENEVOLENT ASSOCIATION

All members of the Fort Wayne Police Department Traffic Bureau who actually work the majority of the events required of the Traffic Bureau during the Three Rivers Festival shall receive a bonus of One Hundred Fifty (\$150) Dollars.

Dated: October ____, 1996.

FOR THE CITY:

Timothy J. McCaulay
City Attorney

Payne Brown, Director of
Public Safety

Neil Moore, Chief of Police

Dan Hannaford, Assistant
Chief of Police

FOR THE UNION:

Joseph DiFilippo, President

Jeffrey Burkholder, Vice
President

Member

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne,, Indiana, on _____, 19____, the _____ day of _____
M., E.S.T.

DATED: 12-3-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT:
TOTAL VOTES	8	1		
BENDER		✓		
CRAWFORD	✓			
EDMONDS	✓			
HALL	✓			
HAYHURST	✓			
HENRY	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			

DATED: 12-17-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 896-96
on the 17th day of December, 19 96

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

DD Simmion
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 18th day of December, 19 96,
at the hour of 11:30 o'clock P, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of December,
19 96, at the hour of 5:30 o'clock P, M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. S-96-12-03

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council
ratifying a collective bargaining agreement for police officers
represented by the Fort Wayne Patrolmen's Benevolent Association, Inc.
for the years 1997 and 1998

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John W. Crawford

Walter A. B...

Thomas C. Henry

Robert J. ...

John N. Crawford

William R. ...

Charles R. ...

William R. ...

Edmonds

DATED: *12-17-96*

Sandra E. Kennedy
City Clerk